

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**Lina Dou, on behalf of herself
and all others similarly situated,
Plaintiffs,**

v.

**Carillon Tower/Chicago LP;
Forefront EB-5 Fund (ICT) LLC;
Symmetry Property Development II LLC;
and Jeffrey L. Laytin,
Defendants.**

No.: 1: 18-cv-07865

**Presiding Judge
Hon. Charles Kocoras**

Magistrate Young Kim

ORDER

This matter coming to be heard on Plaintiff's Motion to Enforce Damages Due under the Settlement Agreement (Dkt 421), the Court having been advised in the premises and having heard oral argument, hereby finds and orders as follows:

1. Defendants have breached the Settlement Agreement approved by this Court at Dkt 304 and set forth at Dkt 301-2 by failing to fund the settlement of the class action prior to the expiration of the grace and cure period;
2. Damages for breach of the Settlement Agreement are \$1,650,000, calculated as \$1,500,000 under paragraph 3 ("Liquidated Damages"), and \$150,000 under paragraph 16 ("Additional Attorney's Fees");
3. An executable judgment in the amount of \$1,650,000 is entered against the Defendants; and
4. Defendants are granted leave to file a motion for reconsideration only with respect to the portion of damages due under Paragraph 16 (\$150,000) but not with respect to Paragraph 3 (\$1,500,000) as they have conceded liability on this amount only as liquidated damages under the Settlement Agreement and the Personal Guarantees executed by Messrs. Jeffrey Laytin and Jason Ding.

Entered : June 6, 2022


Hon. Judge Charles P. Kocoras